

From: Kelly Train <ktrain@ryerson.ca>
Sent: April 15, 2020 1:54 PM
To: cupe3904u1@ryerson.ca
Subject: Unit 1 - Intellectual Property Information

Hi Everyone,

I have been in discussions with the Vice Provost Faculty Affairs Office with respect to intellectual property for Unit 1 members over their course materials since the emergency transition to the virtualization of courses since March 13, 2020. For more information, please see the University's website on Copyright and Course Materials Posted on D2L: <https://www.ryerson.ca/faculty-affairs/collective-agreements/cupe-1-collective-agreement/copyright-on-d2l/>

The Unit 1 Collective Agreement, Article 12, paragraph 5 specifically pertains to Academic Freedom and Intellectual Property. The intellectual property clause reads as follows:

“5. A Contract Lecturer who creates a copyrighted work in the course of their normal duties and responsibilities as defined by this Agreement shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use such works in other, non-commercial teaching and/or SRC activities of the University subject to copyright requirements of academic journals and other vehicles of scholarly publication. This licence shall not apply to a Contract Lecturer's personal documents, including unpublished lecture notes, course notes, lab notes or any work-in-progress. The Contract Lecturer may withdraw the right to use because of dating or other bona fide scholarly reasons provided that the member has provided the University with reasonable notice of the change being sought and has been unsuccessful in effecting such change.”

Contract Lecturers own the work that they create. This work includes all materials they “make public.” However, it should be noted that when you post any of this work to your course shell in D2L or give a lecture on Zoom or Google Meets you have made this work public. In making it public, you have given Ryerson license to use it perpetually and unlimitedly (and without compensation) unless there is a case where dating makes these materials irrelevant (where a scientific study has been disproven, where a law or policy has been repealed and therefore no longer relevant, etc.).

Contract lecturers continue to own their “private” lecture notes. These “private” lecture notes include notes and materials that you do not post on D2L, Zoom or Google Meets, but from which your lecturers are based. The license that you grant to the university by posting materials does not extend to private lecture notes. These are private.

The University considers that they have granted Contract Lecturers the freedom to determine how to teach your courses in an online format in light of COVID 19, including determining the best way to provide lectures either by posting lecture notes or a version of lecture notes, Zoom lectures, Google Meet lectures, etc. On this basis, the University states that they have given Contract Lecturers the freedom to maintain their private notes as their own intellectual property and not post them to D2L.

Any and all materials produced in relation to a Contract Lecturer's normal administrative duties within the University (production or revision of course outlines, grading, assessment reports, correspondence with students or administration of the University, or any work produced to assist the University in its day to day administration and operations) is the property of the University.

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